GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT No. 1 DATE

9/13/11

TO LEASE NO. GS-09B-02744

ADDRESS OF PREMISES: 610 WEST AVENUE L, LANCASTER, CA 93534-7107	ADDRESS OF PREMISES:	610 WEST AVENUE L	LANCASTER	CA 93534-7107
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THIS AGREEMENT, made and entered into this date by and between: TONEMAN PROPERTIES AVENUE L, LLC.

whose address is:

620 West Avenue L

Lancaster, CA 93534-7107

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

I. In separate correspondence the Government has issued a Notice to Proceed for Tenant Improvements in the amount of \$473,346.00. The total costs for tenant improvements are \$473,346.00.

As recently negotiated, the Government approves the tenant improvement construction costs as follows:

Hard Project Costs:

\$408,342.00

Soft Project Costs:

\$ 65,004.00

Total Tenant Improvement Costs:

\$473,346.00

The Lessor certifies that the contractor's aforementioned tenant improvement costs are based on the SFO, agency special requirements, and city approved construction drawings. The Lessor must submit to the Government actual costs of tenant improvements in CSI Format one (1) week prior to the date of Substantial Completion.

Continued on Page 2 of 2

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: TONEMAN PROPERTIES AVENUE L, LLC.

(Signature)

IN THE PRESENCE OF (witnessed by:)

(Signature)

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service

(Signature)

Contracting Officer GSA, PBS, READ

GSA DC 68-1176

GSA FORM 276 Jul 67

SHEET NO. 1 ATTACHED TO AND FORMING A PART OF SUPPLEMENTAL LEASE AGREEMENT NO. 1 TO LEASE NUMBER GS-09B-02744

II. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$257,281.31, upon receipt of government approved invoice.

Total Tenant Improvement Costs:

\$ 473,346.00

Tenant Improvement Allowance:

\$ 216,064.69

Total Lump Sum Payment:

\$ 257,281.31

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration FTS and PBS Payment Division (7BCP) Post Office Box 17181 Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration Attn: GEANCARLO PILCO 300 North Los Angeles Street, Suite 4100 Los Angeles, California 90012

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price, and quantity of the items delivered
- GSA PDN #

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it.

III. The lessor hereby waives restoration as a result of all improvements. Unless the Government has removed such items from the premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09B-02744. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

LESSOR INITIAL: